

1 BLANK ROME LLP
Jonathan A. Loeb (SBN 162758)
2 Jonathan.Loeb@BlankRome.com
Jeffrey Rosenfeld (SBN 221625)
3 Jeffrey.Rosenfeld@BlankRome.com
4 2029 Century Park East, 6th Floor
Los Angeles, CA 90067
5 Telephone: (424) 239-3400
6 Facsimile: (424) 239-3434

7 Attorneys for Plaintiff Korn Ferry

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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 KORN FERRY, a Delaware corporation,

12 Plaintiff,

13
14 v.

15 RICHARD KASNIA, an individual,

16 Defendant.
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Case No. 2:22-cv-08936-JAK-PD

Assigned to Hon. John A. Kronstadt

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: December 9, 2022
Trial Date: Not Set

1. PURPOSES AND LIMITATIONS

This Stipulated Protective Order (the “Order”) is being entered into to facilitate the production, exchange, and discovery of categories of documents and information that the parties agree merit confidential treatment. This Order shall govern the handling of Discovery Material produced in this Action (as defined below). Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties stipulate to and petition the Court to enter the following Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 9, below, that this Order does not entitle them to file confidential information under seal. Civil Local Rule 79-5 of the United States District Court for the Central District of California, and any other applicable law or rule, regarding the filing of materials under seal will be applied when a party seeks permission from the court to file material under seal.

1.1 Good Cause Statement

This action is likely to involve competitive and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, business strategies, confidential and private information of employees, or other confidential commercial information (including information implicating privacy

1 rights of third parties), information otherwise generally unavailable to the public, or
2 which may be privileged or otherwise protected from disclosure under state or
3 federal statutes, court rules, case decisions, or common law. Accordingly, to
4 expedite the flow of information, to facilitate the prompt resolution of disputes over
5 confidentiality of discovery materials, to adequately protect information the parties
6 are entitled to keep confidential, to ensure that the parties are permitted reasonable
7 necessary uses of such material in preparation for and in the conduct of trial, to
8 address their handling at the end of the litigation, and serve the ends of justice, a
9 protective order for such information is justified in this matter. It is the intent of the
10 parties that information will not be designated as confidential for tactical reasons
11 and that nothing be so designated without a good faith belief that it has been
12 maintained in a confidential, non-public manner, and there is good cause why it
13 should not be part of the public record of this case.

14 **2. DEFINITIONS**

15 2.1 Action: the above-entitled proceeding, *Korn Ferry v. Richard Kasnia*,
16 case No. 2:22-cv-08936-JAK-PD, pending in the United States District Court,
17 Central District of California.

18 2.2 Party: any party to the Action, including all of any party's officers,
19 directors, and employees.

20 2.3 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity that is not a named Party to the Action.

22 2.4 Discovery Material: all items or information, regardless of the medium
23 or manner generated, stored, or maintained, including, among other things,
24 documents, testimony, interrogatory responses, transcripts, depositions and
25 deposition exhibits, responses to requests to admit, recorded or graphic matter,
26 electronically stored information, tangible things, and/or other information
27 produced, given, exchanged by, or obtained from any Party or Non-Party during
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1 discovery in this Action.

2 2.5 Confidential Material: any Party or Non-Party may, subject to the
3 provisions of this Order, designate as “Confidential” any Discovery Material it
4 produces or receives that contains (1) information concerning, relating, or reflecting
5 any trade secret, proprietary business information, or any other confidential or
6 proprietary research, analysis, design, development, financial or commercial
7 information, as such terms are used in Rule 26(c)(1)(G) and any applicable case law
8 interpreting that rule; (2) non-public personal, client, or customer information
9 concerning individuals or other entities; (3) material that identifies an individual in
10 any manner and relates to the past, present or future care, services or supplies
11 regarding the physical or mental health or condition of such individual, the
12 provision of health care to such individual or the payment for the provision of health
13 care to such individual, and shall also include without limitation “protected health
14 information” as such term is defined by the Standards for Privacy of Individually
15 Identifiable Health Information, 45 C.F.R. parts 160 and 164, promulgated pursuant
16 to the Health Insurance Portability and Accountability Act (“HIPAA”), including
17 prescriptions, prescription notes, prescription records, prescription drug event
18 reports, medical bills, claims forms, charge sheets, medical records, medical charts,
19 test results, notes, dictation, invoices, itemized billing statements, remittance advice
20 forms, explanations of benefits, checks, notices, requests, summaries or oral
21 communications; or (4) other information for which applicable federal or state law
22 requires confidential treatment.

23 2.6 Producing Party: any Party or Non-Party that produces Discovery
24 Material in the Action.

25 2.7 Receiving Party: any Party or Non-Party that receives Discovery
26 Material from a Producing Party.

27 2.8 Designating Party: any Party or Non-Party that designates Discovery
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1 Material as “Confidential.”

2 2.9 Protected Material: any Discovery Material that is designated as
3 “Confidential”; provided, however, that “Protected Material” does not include
4 information that is publicly available (except information that became publicly
5 available as a result of a breach of this Order or any other confidentiality agreement
6 or undertaking).

7 2.10 Outside Counsel: attorneys, along with their paralegals and other
8 support personnel assisting with the Action, who are not employees of a Party but
9 who are retained specifically to represent or advise a Party in the Action or a Non-
10 Party deponent or trial witness in the Action.

11 2.11 In-House Counsel: attorneys and other personnel employed by a Party
12 or Non-Party to perform legal functions who are directly involved in the prosecution
13 or defense of the Action for the Party or responding to discovery requests directed to
14 a Non-Party.

15 2.12 Counsel (without qualifier): Outside Counsel and In-House Counsel (as
16 well as their support staffs, including but not limited to attorneys, paralegals,
17 secretaries, and law clerks).

18 2.13 Expert and/or Consultant: a person with specialized knowledge or
19 experience in a matter pertinent to the Action, along with his or her employees and
20 support personnel, who has been retained by a Party, or its Counsel, to serve as a
21 testifying or consulting expert in the Action, and who is not currently an employee
22 of a Party and who, at the time of retention, is not anticipated to become an
23 employee of a Party. This definition includes a professional jury or trial consultant
24 retained in connection with the Action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying; videotaping; translating; preparing exhibits or
27 demonstrations; organizing, storing, or processing data in any form or medium) and
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1 their employees and subcontractors.

2 **3. SCOPE**

3 The protections conferred by this Order cover not only Protected Material (as
4 defined above), but also any information copied or extracted therefrom; as well as
5 all copies, excerpts, summaries, or compilations thereof, and any testimony,
6 conversations, or presentations by Parties or Counsel in settings that might reveal
7 Protected Material. However, this Order shall not be construed to cause any
8 Counsel to produce, return, and/or destroy their own attorney work product, or the
9 work product of their co-counsel, created in anticipation of or in connection with the
10 Action.

11 **4. DURATION**

12 The confidentiality obligations imposed by this Order shall remain in effect
13 until the Designating Party agrees otherwise in writing or until the Court orders
14 otherwise.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Designating Bulk Material for Protection: In order to expedite
17 production of voluminous materials, a Designating Party may, at its sole option, but
18 is not required to, produce materials without a detailed review, or any, subject to the
19 “clawback” procedures in this Order (Section 12) or otherwise agreed to. In doing
20 so, the Designating Party may designate those collections of documents that by their
21 nature contain Confidential Material with the appropriate designation
22 notwithstanding that some of the documents within the collection may not qualify
23 for such designation. Notwithstanding the foregoing, a Receiving Party may at any
24 time challenge the designation of one or more particular documents on the grounds
25 that it does not or they do not qualify for protection, or does not or do not qualify for
26 the level of protection initially asserted. If the Designating Party agrees, it must
27 promptly notify all Receiving Parties that it is withdrawing or changing the
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1 designation.

2 5.2 Manner and Timing of Designations: Except as otherwise provided in
3 this Order or as otherwise stipulated by the Parties, any Party may designate as
4 “Confidential” any Discovery Material, or any portion thereof:

5 (a) In the case of documents produced by the Designating Party,
6 interrogatory answers, responses to requests for admission, and the
7 information contained therein, designation shall be made either by notation on
8 the document, by notation in the filename and/or metadata, or by written notice
9 to Counsel for the Parties hereto if the aforementioned forms of designation
10 are infeasible. If only a portion of the material on a page qualifies for
11 protection, the Designating Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 (b) In the case of documents produced by a Party or Non-Party other
14 than the Designating Party, designation shall be made by notifying Counsel to
15 the Parties in this Action in writing of those documents which are to be
16 stamped or otherwise treated as Protected Material at any time up to thirty (30)
17 calendar days after actual receipt of copies of those documents by Counsel for
18 the Designating Party. Prior to the expiration of that 30-day period (or until a
19 designation is made, if such a designation is made in a shorter period of time),
20 all such Discovery Material shall be treated as Protected Material.

21 (c) In the case of testimony, designation shall be made by notifying
22 Counsel of those portions which are to be stamped or otherwise treated as
23 Protected Material either by statement on the record of the deposition or in
24 writing at any time up to thirty (30) calendar days after the final transcript is
25 made available to the Designating Party. Prior to the expiration of that 30-day
26 period (or until a designation is made, if such a designation is made in a
27 shorter period of time), all such Discovery Material shall be treated as
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1 Protected Material. Notwithstanding the preceding language in this paragraph,
2 in the event that (i) a document produced and designated by a Party or Non-
3 Party as “Confidential” is used as an exhibit in a deposition and (ii) Counsel
4 for the Party or Non-Party is not present at the deposition, the Parties agree
5 that the exhibit remains designated “Confidential” and that any testimony
6 concerning the exhibit shall be deemed to have been designated in writing as
7 “Confidential,” as is required in this paragraph.

8 (d) In the case of reports created by an expert or consultant relying on
9 or incorporating Protected Material in whole or in part, designation shall be
10 made by the Party responsible for its creation by notation on the report.

11 5.3 Inadvertent Failures to Designate: If a Producing Party discovers that it
12 produced material that was not designated as Protected Material, the Producing
13 Party may inform the Receiving Party in writing within a reasonable time after its
14 discovery, or orally, if on the record at a deposition, court hearing, or trial. The
15 Receiving Party shall thereafter treat the information as Protected Material and in
16 the manner required for the designated category of Protected Material. Promptly
17 after providing such notice, the Producing Party shall provide re-labeled copies of
18 the material to each Receiving Party reflecting the change in designation. The
19 Receiving Party shall make commercially reasonable efforts to delete and replace
20 the incorrectly designated material, and all copies thereof, with the newly
21 designated material and to destroy the incorrectly designated material. In addition,
22 to the extent such information may have been disclosed by the Receiving Party to
23 anyone not authorized to receive Protected Material pursuant to this Order, the
24 Receiving Party shall make commercially reasonable efforts to retrieve the
25 information promptly and to avoid any further such disclosure. The failure to advise
26 the Receiving Party of such inadvertent disclosure within a reasonable time after
27 discovery shall not constitute a waiver of any designation as Protected Material or
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1 an admission by the Producing Party that such information is not Protected Material.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Written Notice: If a Party elects to challenge a Designating Party's
4 confidentiality designation, it must do so in good faith and must begin the process
5 by notifying the Designating Party in writing of its challenge and identifying the
6 challenged material by production number. The objecting Party and the Designating
7 Party shall, within ten (10) calendar days after service of the written objections,
8 meet and confer concerning the objection.

9 6.2 Judicial Intervention: If the Parties are not able to resolve a dispute
10 about a confidentiality designation during the meet and confer process set forth in
11 Section 6.1, above, the party seeking to challenge the designation may seek relief
12 from the Court. In any judicial proceeding concerning a disputed confidentiality
13 designation, the burden of persuasion with respect to the propriety of the
14 confidentiality designation shall remain upon the Designating Party. Until the Court
15 rules on the dispute, all Parties shall continue to afford the material in question the
16 level of protection to which it is entitled under the Designating Party's designation.
17 In the event that the final ruling is that the challenged material's designation should
18 be changed, the Designating Party shall reproduce copies of all materials with their
19 designations removed or changed in accordance with the ruling within fifteen (15)
20 calendar days of the ruling.

21 **7. ACCESS TO AND USE OF DISCOVERY MATERIAL**

22 7.1 A Receiving Party may access or use Discovery Material that is
23 disclosed or produced by a Producing Party, whether it is Protected Material or not.
24 only in connection with the prosecution of, defense of, appeal of, attempted
25 settlement of, or the enforcement of insurance rights with respect to the Action.
26 Except as required by law, Discovery Material may not be used for any other
27 purpose whatsoever, including, without limitation, any business or commercial
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1 purpose, contractual demands, any purpose related to any other investigation,
2 litigation or proceeding, or evaluation of other potential claims unrelated to the
3 causes of action and transactions at issue in the Action. In addition, Protected
4 Material may be disclosed only to the categories of persons and under the conditions
5 described in this Order. Following the termination of the Action, each Receiving
6 Party must comply with the provisions of Section 10, below.

7 7.2 Discovery Material must be stored and maintained by a Receiving Party
8 at a location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Order. For purposes of this Order, a secure website, or other
10 internet-based document repository with adequate security, shall be deemed a secure
11 location. If an attempt is made to hack or otherwise gain unauthorized access to a
12 system containing Discovery Material, a Receiving Party with knowledge of the
13 unauthorized actions shall take necessary and prudent remedial measures to prevent
14 their reoccurrence and shall promptly inform the Designating Party of the attempted
15 unauthorized access and the remedial measures taken. To the extent that any
16 Protected Material is disclosed, Section 8 of this Protective Order will apply.

17 7.3 Disclosure of Confidential Material: Unless otherwise ordered by the
18 Court or permitted in writing by the Designating Party, material designated
19 “CONFIDENTIAL” may be disclosed only to the following persons:

20 (a) the Receiving Party, including current officers, directors, and
21 employees to the extent that such disclosure is reasonably necessary for the
22 prosecution or defense of the Action;

23 (b) the Receiving Party’s Outside Counsel and In-House Counsel;

24 (c) any other Parties to the Action and their Counsel, including
25 current officers, directors, and employees to the extent that such disclosure is
26 reasonably necessary for the prosecution or defense of the Action;

27 (d) former officers, directors, and employees of the Parties to the
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1 extent that such disclosure is reasonably necessary for the prosecution or
2 defense of the Action and who have signed the “Agreement To Be Bound By
3 Protective Order” (Exhibit A);

4 (e) Expert and Consultants, but only if (1) the Expert or Consultant
5 has first signed the “Agreement To Be Bound By Protective Order” (Exhibit
6 A), (2) the Expert or Consultant is not a Competitor of the Designating Party,
7 and (3) Counsel for the Party retaining the Expert or Consultant, after duly
8 diligent inquiry, does not know of any instance in which the Expert or
9 Consultant has been found to be in violation of the terms of a protective order
10 in any legal proceeding. Any part of a report created by such Expert or
11 Consultant incorporating Protected Material in whole or in part shall be
12 designated appropriately by the Party responsible for its creation. Experts and
13 Consultants may not use Protected Material to their competitive advantage or
14 for any purpose that does not relate to the Action;

15 (f) the Court and its personnel, subject to the requirements of Section
16 9, below;

17 (g) special masters, mediators, or other third parties who are
18 appointed by the Court or retained by the Parties for settlement purposes or
19 resolution of discovery or other disputes and their necessary personnel and, in
20 the case of persons retained by the Parties, who have signed the “Agreement
21 To Be Bound by Protective Order” (Exhibit A);

22 (h) court reporters and/or videographers, their staffs, and Professional
23 Vendors to the extent that such disclosure is reasonably necessary for the
24 prosecution or defense of the Action;

25 (i) the author, addressees, or recipients of the document, including
26 any person identified in writing or testimony by the author, addressees, or
27 recipients of the document as having received the document, as well as any
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1 person identified in writing by the Designating Party as authorized to review
2 the document;

3 (j) deponents or persons who have been identified on the trial
4 witness list of any Party in the Action, and their Counsel, to the extent that
5 such disclosure is reasonably necessary for the prosecution or defense of the
6 Action and who have signed the “Agreement To Be Bound By Protective
7 Order” (Exhibit A);

8 (k) the Parties’ insurers or re-insurers who have signed the
9 “Agreement To Be Bound By Protective Order” (Exhibit A), solely as
10 necessary to attempt to obtain insurance coverage for the Action;

11 (l) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the Parties engaged in settlement discussions;

13 (m) any other person agreed to by the Designating Party in writing;
14 and

15 (n) any other person to whom the Court compels disclosure of the
16 Confidential Material or to whom disclosure is required by law, subject to the
17 requirements of Section 15 below.

18 7.4 Retention of Exhibit A: Outside Counsel for the Party that obtains the
19 signed “Agreement To Be Bound By Protective Order” (Exhibit A), as required
20 above, shall retain them for six (6) months following the final termination of the
21 Action, including any appeals, and shall make them available to other Parties upon
22 good cause shown.

23 7.5 Retention of Protected Material: Unless otherwise agreed to by the
24 Producing Party in writing or ordered by the Court, persons described in Sections
25 7.3(d), (i), (j), and (1) who have been shown Confidential Material shall not retain
26 copies thereof.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must, as soon as reasonably practicable, but in any event, not longer than two (2) business days after discovery by counsel of record of the disclosure, (a) notify in writing the Designating Party of the unauthorized disclosures, (b) make commercially reasonable efforts to retrieve all copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Agreement To Be Bound By Protective Order” (Exhibit A). The Parties agree that irreparable harm would occur in the event of unauthorized disclosure of Protected Material. Accordingly, the Parties shall be entitled to seek equitable relief, including specific performance, in the event of any unauthorized disclosure of Protected Material.

9. FILING PROTECTED MATERIAL

In the event that before trial in the Action, or in connection with any hearing in or any matter relating to the Action, counsel for any Party determines to file or otherwise submit to the Court any Protected Material, or any papers containing or making reference to the substance of such material or information, the parties shall comply with all procedures set forth in Local Rule 79-5 of the United States District Court for the Central District of California, and any other applicable law or rule, regarding the filing of materials under seal.

10. FINAL DISPOSITION

10.1 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) calendar days after the final termination of the Action, including any appeals or the expiration of time to appeal, each Receiving Party shall undertake commercially reasonable efforts to return to the Producing Party all Protected

1 Material or to destroy all Protected Material, if destruction of such Protected
 2 Material is administratively easier and more cost-effective than returning the
 3 Protected Material. In either case, the Receiving Party shall provide the Designating
 4 Party with a certification stating that it has taken commercially reasonable efforts to
 5 destroy or return the Protected Material to the extent practicable.

6 10.2 Notwithstanding Section 10.1, as to those materials designated as
 7 Confidential that constitute Counsel's work product, and pleadings, motion papers,
 8 deposition transcripts, and exhibits thereto, legal memoranda, and correspondence
 9 that were served in the Action, or filed with a court, Counsel may retain such
 10 documents, even if such materials contain Confidential Material, if such Counsel
 11 otherwise comply with this Order with respect to such retained material.

12 10.3 This Order shall survive the termination of the Action, and the Court
 13 shall have continuing jurisdiction for enforcement of its provisions following
 14 termination of the Action. No part of the restrictions imposed by this Order may be
 15 waived or terminated, except by written stipulation executed by Outside Counsel of
 16 record for each Designating Party or by an Order of the Court for good cause
 17 shown.

18 **11. A DESIGNATING OR PRODUCING PARTY'S USE OF ITS OWN** 19 **DOCUMENTS**

20 Nothing in this Order shall be construed to limit in any way any Producing
 21 Party's, Designating Party's, or any other person's use of its own documents (or
 22 documents it otherwise obtained through lawful means independent of discovery in
 23 this Action and not through any breach of this Order), nor shall it affect any
 24 Producing Party's, Designating Party's, or any other person's subsequent waiver of
 25 its own prior designation with respect to its own Confidential Material.

26 **12. CLAWBACK OF PRIVILEGED MATERIAL**

27 12.1 In order to facilitate expeditious production of voluminous documents, a
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1 Producing Party may, at its sole option, but is not required to, produce voluminous
2 materials without detailed, or any, review to determine whether a privilege or other
3 immunity from discovery applies to some of the documents.

4 12.2 The Parties have agreed that, in this lawsuit, they do not intend to
5 disclose Privileged Information. Pursuant to Federal Rule of Evidence (“FRE”)
6 502(d) and 28 U.S. Code § 1738, any disclosure of Privileged Information
7 (“Disclosed Privileged Information”) shall not constitute in this or any other action a
8 waiver or forfeiture of any privilege otherwise attaching to the Disclosed Privileged
9 Information and its subject matter. FRE 502(b) is inapplicable to Disclosed
10 Privileged Information, which shall receive the maximum protection afforded by
11 FRE 502(d). Under FRE 502(d) and 28 U.S. Code § 1738, this Order shall be
12 enforceable and granted full faith and credit in all other state and federal
13 proceedings. Any subsequent conflict of law analysis shall apply the law most
14 protective of privilege and work product.

15 12.3 Upon learning that there is Disclosed Privileged Information in its
16 production, a Producing Party shall promptly notify in writing the Receiving Parties
17 of the claim of privilege. Upon such notice, the Receiving Parties, regardless of
18 whether they deem the claim meritorious, shall promptly: (1) use commercially
19 reasonable efforts to locate and destroy all copies of the material in their possession,
20 custody or control and notify the Producing Party that they have done so; and (2)
21 take all commercially reasonable steps to retrieve and destroy the inadvertently
22 produced material or documents from other persons, if any, to whom such
23 documents or materials were distributed in accord with Federal Rule of Civil
24 Procedure 26(b)(5)(B). Nothing in this section shall be construed to limit any
25 Party’s ability to challenge another Party’s assertion of privilege and to retain one
26 copy of the challenged material until such dispute may promptly be presented to the
27 Court for resolution; however, a Party’s challenge to another Party’s assertion of
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1 privilege shall not assert as a ground for challenge the fact or circumstances of the
2 production of Disclosed Privileged Information

3 12.4 If, during a deposition, a Party claims that a document being used in the
4 deposition (e.g., marked as an exhibit, shown to the witness, or made the subject of
5 examination) is subject to attorney-client privilege, work product doctrine, and/or
6 any other applicable privilege or immunity from disclosure, it may at its sole
7 election (a) allow the document to be used in the deposition without waiver of its
8 claim of privilege or work-product protection or (b) instruct the witness not to
9 answer questions concerning the document pending a prompt resolution of any
10 disagreement concerning the document's privileged or work-product protected
11 status. If there is a dispute about the assertion of privilege, the Parties shall
12 promptly meet and confer and bring the dispute to the Court's attention. Until the
13 dispute is resolved, all Parties and any other persons who have access to the
14 transcript of such deposition shall treat that transcript as Protected Material. If the
15 document is ultimately determined not to be privileged or subject to other
16 protection, and the witness was instructed not to answer questions about the
17 document at the deposition, the Party or entity asserting the claim of privilege will
18 be responsible for ensuring that the deposing Party is given a **reasonable**
19 opportunity to depose the witness about the document, which in the case of Party-
20 witnesses (or their current employees) or any former employees of a Party who are
21 represented by counsel for such Party, shall be within thirty (30) calendar days of
22 said determination, and in the case of Non-Party witnesses, shall be at the earliest
23 practicable time for the witness and its Counsel.

24 12.5 Counsel shall refrain from examining or disclosing materials that they
25 know or reasonably should know to be privileged and shall inform the Producing
26 Party that such materials have been produced.

27 12.6 Except as otherwise provided herein, the provisions of Federal Rule of
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1 Evidence 502 shall apply.

2 **13. USE OF DESIGNATED MATERIAL IN OPEN COURT**

3 The Parties agree to meet and confer concerning the use of any Protected Material
4 at hearings or at the trial of the Action not fewer than five (5) calendar days prior to
5 any such hearing or trial. Where a hearing or trial is scheduled on less than five (5)
6 calendar days' notice, the Parties agree to meet and confer as soon as practicable
7 after receiving notice, but in any event, not fewer than 24 hours in advance of the
8 hearing or trial. Unless otherwise ordered by the Court, the use of Protected
9 Material at hearings or at trial shall not cause such Protected Material to lose its
10 status as Protected Material.

11 **14. ATTORNEY RENDERING ADVICE**

12 Nothing in this Order will bar or otherwise restrict an attorney from rendering
13 advice to his or her client with respect to the Action or from relying upon or
14 generally referring to Protected Material in rendering such advice; provided,
15 however, that, in rendering such advice or in otherwise communicating with his or
16 her client, the attorney shall not reveal or disclose the specific content of Protected
17 Material if such disclosure is not otherwise permitted under this Order.

18 **15. LEGAL PROCESS**

19 If, at any time, any Protected Material is subpoenaed or requested by any
20 court, administrative or legislative body, or by any other person or entity, including
21 any governmental agency or other self-regulatory organization, purporting to have
22 authority to require the production thereof, the person or entity to whom the
23 subpoena or request is directed, to the extent permitted by law and the rules,
24 requirements, or requests of any relevant governmental or self-regulatory
25 organization, shall promptly give written notice to the Producing Party and any
26 Designating Party and include with such notice a copy of the subpoena or request.
27 The person or entity to whom the subpoena or request is directed shall promptly
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1 notify in writing the party who caused the subpoena or request that some or all of
2 the material covered by the subpoena or request is subject to this Order, and include
3 with such notice a copy of this Order.

4 Where notice is permitted by law and the rules, requirements, or requests of
5 any relevant governmental or self-regulatory organization, the person to whom the
6 subpoena or request is directed shall not, absent a Court order to do so or as
7 otherwise required by law, produce such Protected Material without providing the
8 Producing Party and any Designating Party a reasonable period of time in which to
9 seek to quash, limit, or object to the subpoena or request, or to move for any
10 protection for the Protected Material. The person or entity to whom the subpoena or
11 request is directed shall promptly notify in writing the party who caused the
12 subpoena or request that some or all of the material covered by the subpoena or
13 request is subject to this Order.

14 For the avoidance of doubt, nothing herein shall require any Party to ignore or act
15 in contempt of any court order or direction of any governmental entity or other self-
16 regulatory organization.

17 **16. NON-PARTIES**

18 Any Party, in conducting discovery from Non-Parties in connection with the
19 Action, shall provide any Non-Party from which it seeks discovery with a copy of
20 this Order so as to inform each such Non-Party of his, her, or its rights, herein. If a
21 Non-Party provides discovery to any Party in connection with the Action, the
22 provisions of this Order shall fully apply to such discovery.

23 **17. AMENDMENT OF ORDER**

24 Nothing here shall preclude any Party from seeking to amend or supplement
25 this Order in writing for good cause shown.

26 **18. DISCLOSURE OF HIPAA PROTECTED HEALTH INFORMATION**

27 The Parties agree that this Order will constitute a Qualified Protective Order
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under 45 C.F.R. 164.512(e), whereby the order (a) prohibits the parties from using or disclosing protected health information for any purpose other than the litigation or proceeding for which such information was requested and (b) requires the return to the covered entity or destruction of protected health information (including all copies made) at the end of the litigation or proceeding.

19. MISCELLANEOUS

19.1 Right to Assert Other Objections: No Producing Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Producing Party waives any right to object on any ground to the admissibility or use in evidence of any of the material covered by this Order.

20. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: September 26, 2023

STRADLING YOCCA CARLSON &
RAUTH A professional Corporation

By: /s/ Karla J. Kraft
Karla J. Kraft
Sean Thomas Lobb
Attorneys for Defendant
RICHARD KASNIA

Dated: September 26, 2023

BLANK ROME LLP

By: /s/ Jeffrey Rosenfeld
Jonathan A. Loeb
Jeffrey Rosenfeld
Attorneys for Plaintiff and
Counter-Defendant Korn Ferry

SIGNATURE CERTIFICATION

I hereby certify that the content of this document is acceptable to Karla J. Kraft, counsel for Defendant Richard Kasnia and I have obtained her authorization to affix her electronic signature to this document.

DATED: September 26, 2023

/s/ Jeffrey Rosenfeld
Jeffrey Rosenfeld

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

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4 Dated: October 2, 2023

PATRICIA DONAHUE

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6 Hon. Patricia Donahue
7 United States Magistrate Judge
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Agreement To Be Bound By Protective Order – Exhibit A

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3 1. I, _____, have received a copy of and reviewed
4 the Stipulated Protective Order in *Korn Ferry v. Richard Kasnia*, Case No. 2:22-cv-
5 08936-JFW-PD (C.D. Cal.).

6 2. I agree to comply with and to be bound by all the terms of the Stipulated
7 Protective Order.

8 3. I agree that I will not disclose in any manner any information or item
9 that is subject to this Stipulated Protective Order to any person or entity except in
10 strict compliance with the provisions of this Order.

11 4. I understand and acknowledge that I am subject to sanctions for any
12 violations of the Stipulated Protective Order, including but not limited to, being held
13 in contempt of court.

14 5. I submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcement of the Stipulated
16 Protective Order and this Agreement.

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18 Date: _____

19 Signature: _____
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